

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT	NO. PAGES
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ATTACHMENT #1

STANDARD FORM 25, PERFORMANCE AND GUARANTY BOND

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Number: **9000-0045**
Expiration Date: **6/30/2016**

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS

CONTRACT DATE CONTRACT NO.

OBLIGATION

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS

The Principal has entered into the contract identified above.

THEREFORE

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 U.S.C. Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT #2

STANDARD FORM 25A, PAYMENT BOND

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP		
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION		
STATE OF INCORPORATION				
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NO.	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.	(Seal)	
	(Seal)	(Seal)		
NAME(S) (Typed)	1.	2.		
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
			\$	
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT #3

SAMPLE LETTER OF BANK GUARANTY

Place []
Date []

Contracting Officer
U.S. Embassy Manila
General Services Office, Seafront Compound, Pasay City

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of **[amount equal to 40% of the contract price in U.S. dollars during the period ending with the date of final acceptance, and 10% of the contract price during contract guaranty period]**, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **[contract number]** for **GSO Building Roof Replacement at U.S. Embassy Manila, Seafront Compound** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[name of contractor]** of **[address of contractor]** on **[contract date]**, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [name]

Address: _____

Representatives: _____

Location: _____

State of Inc.: _____

Corporate Seal: _____

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

ATTACHMENT #4

UNITED STATES DEPARTMENT OF STATE BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) Division/Description	(2) Labor	(3) Materials	(4) Overhead	(5) Profit	(6) Total
1. Mobilization					
2. Existing Roof Removal					
3. Paver Ballast					
4. Filter Fabric					
5. Insulation					
6. Drainage Board					
7. Membrane (2-ply modified bitumen)					
8. Membrane Base Flashing					
9. Termination Bar					
10. Metal Counter-flashing					
11. Parapet Wall Metal Copings					
12. Expansion Joint Metal Coping					
13. Drain Flashing					
14. Deck Primer					
15. Deck Slope – New Lightweight Concrete					
16. Sloped Corrugated Metal Roofing & Flashing (Roof E)					
TOTAL (PHP):					

[*Note to Contracting Officer: the CO must identify currency.*]

Allowance Items:

PROPOSAL PRICE TOTAL: [*Note to Contracting Officer: the CO must identify currency.*]

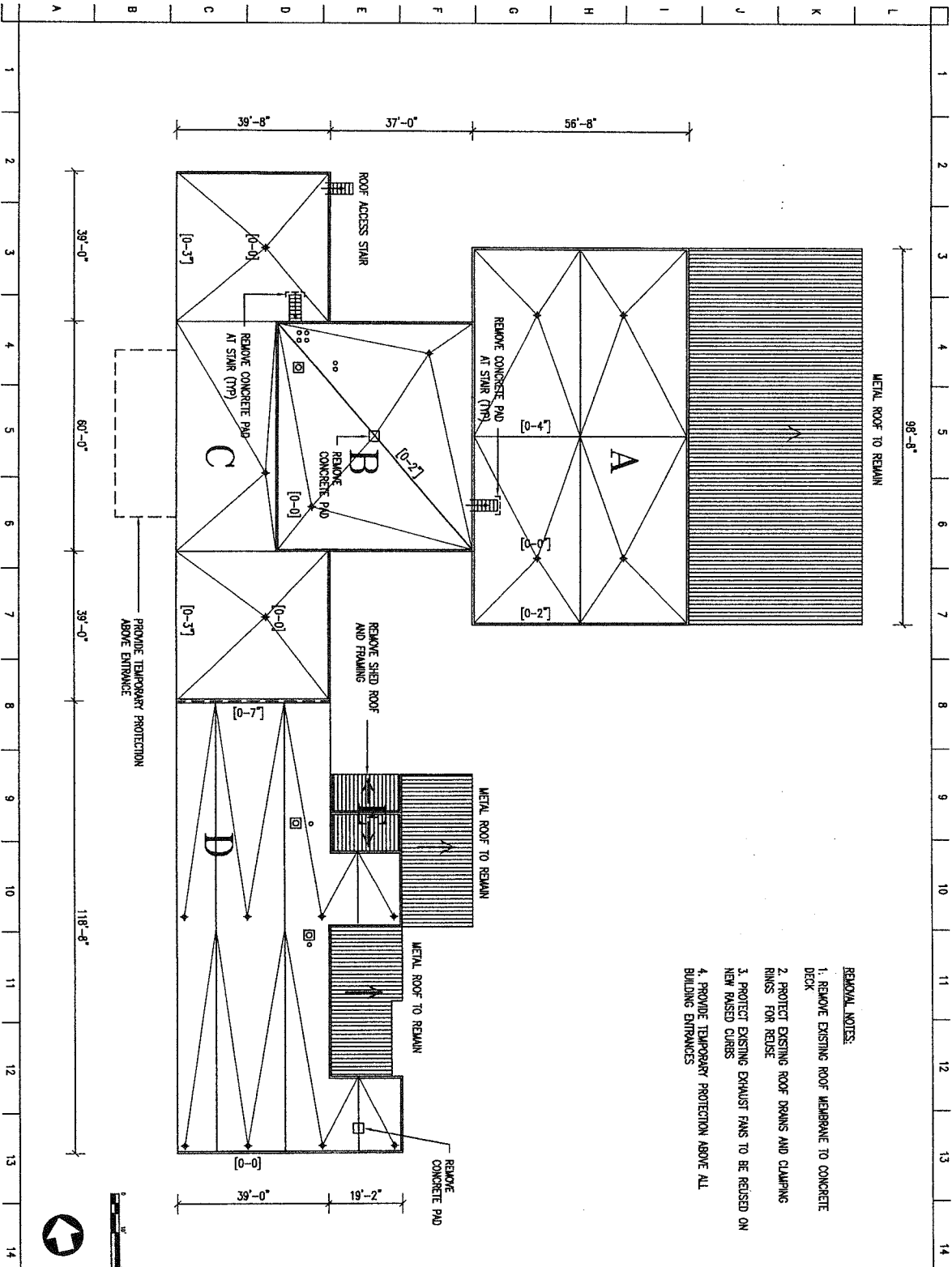
Alternates (list separately; do not total):

Offeror: _____ **Date** _____

ATTACHMENT #5

DRAWINGS

<u>Sheet Number</u>	<u>Drawing Title</u>
GSO A1	Existing Roof Plan
GSO A2	New Roof Plan
GSO A3	Roof Details
GSO A4	Roof Details
GSO A5	Protected Membrane Roofing System
A-1	ATO Roof Deck Plan [March 1992]



- REMOVAL NOTES:**
1. REMOVE EXISTING ROOF MEMBRANE TO CONCRETE DECK
 2. PROTECT EXISTING ROOF DRAINS AND CLAMPING RINGS FOR REUSE
 3. PROTECT EXISTING EXHAUST FANS TO BE REUSED ON NEW BASED CURBS
 4. PROVIDE TEMPORARY PROTECTION ABOVE ALL BUILDING ENTRANCES

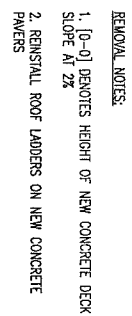


United States Department of State
OVERSEAS BUILDINGS OPERATIONS
Washington, D.C.

GSO for MANILA PHILIPPINES

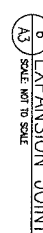
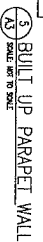
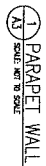
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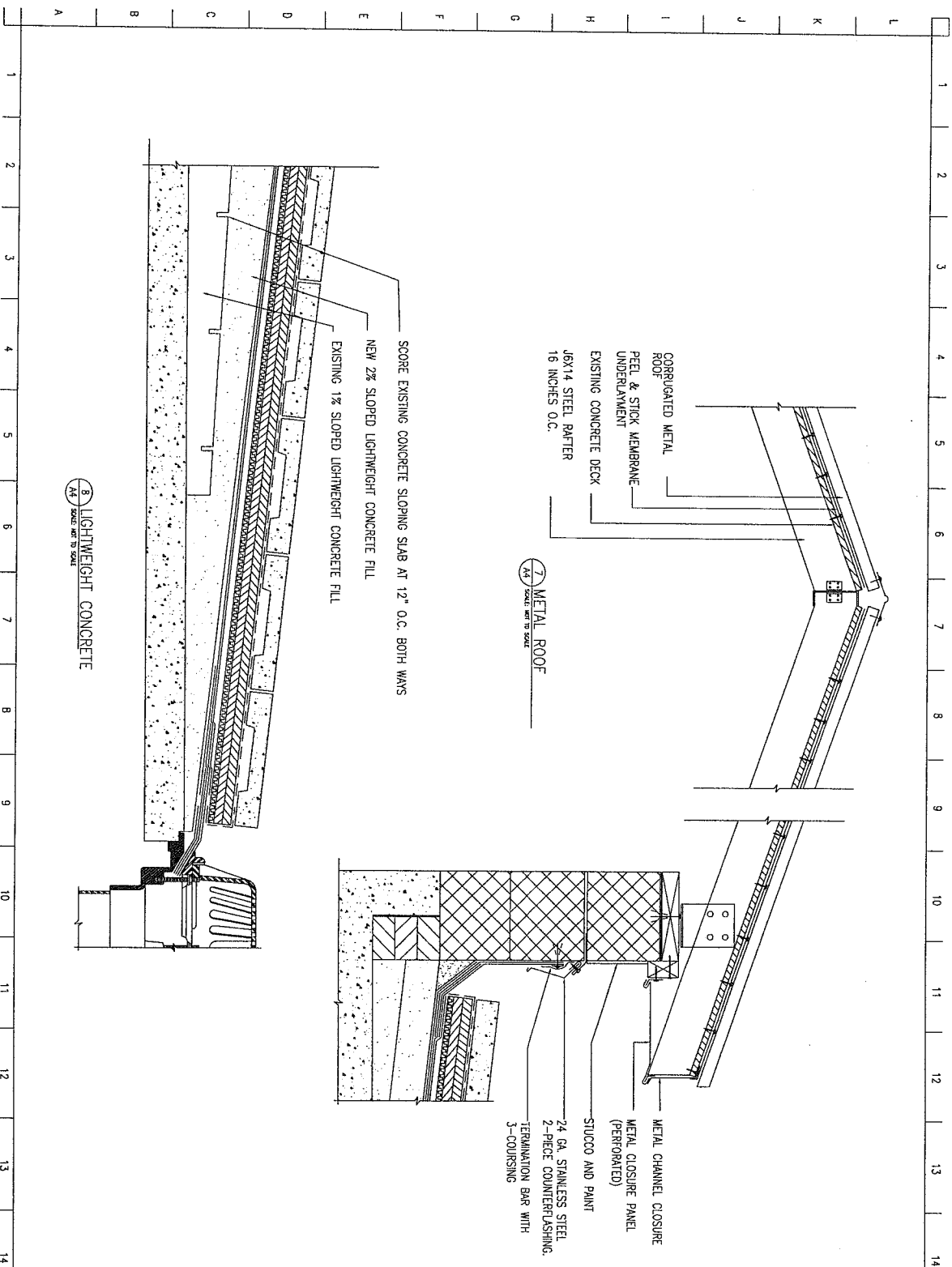
<p>Revision 1: 2/21/13 Drawn by: [Signature] Checked by: [Signature] Project Number: [Number] Title: [Title]</p>		<p>2/21/13 GSO A1</p>
<p>UNCLASSIFIED</p>		



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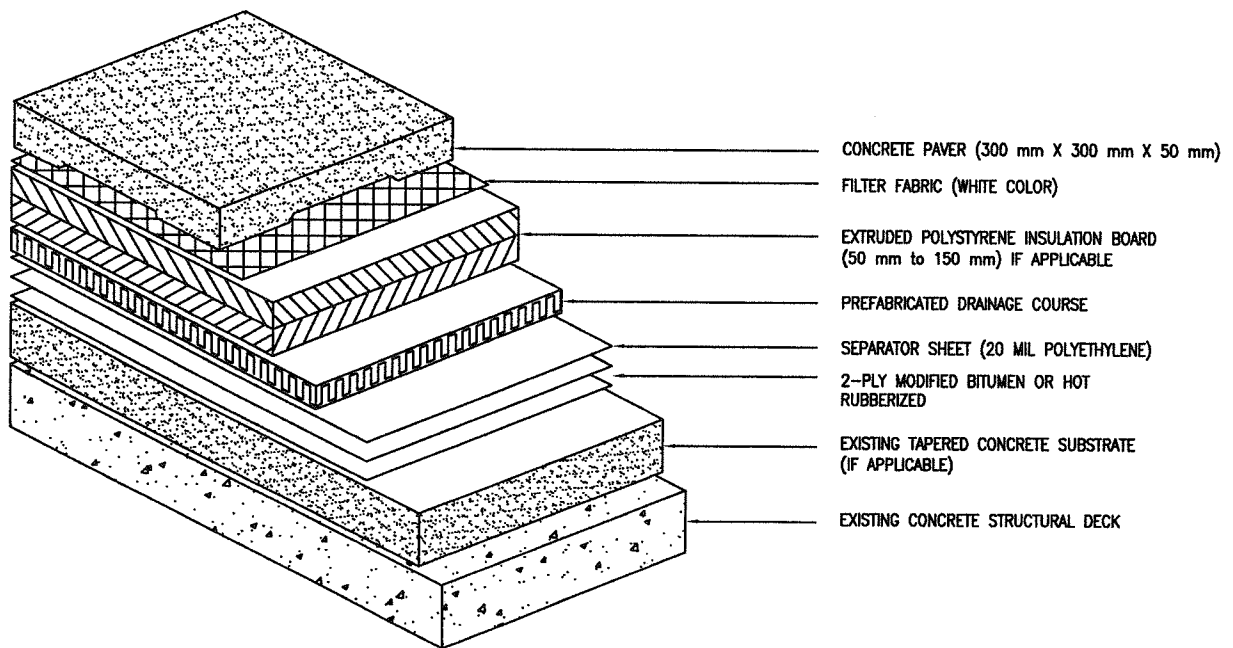


United States Department of State
OVERSEAS BUILDINGS OPERATIONS
Washington, D.C.

GSO
for
MANILA
PHILIPPINES
ROOF-REPLACEMENT

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PROTECTED MEMBRANE ROOFING SYSTEM

INSULATION THERMAL RESISTANCE

50 mm	= R-10
75 mm	= R-15
100 mm	= R-20
150 mm	= R-25

4. 4.

ATTACHMENT #6

SPECIFICATIONS/STATEMENT OF WORK



**U.S. DEPARTMENT OF STATE
OBO FACILITIES MANAGEMENT DIVISION
STATEMENT OF WORK**

DATE: July 6, 2015
PROJECT: Manila, Philippines
SERVICES: General Services Office Roof Replacement

1.0 BACKGROUND AND PURPOSE

1.1 The U.S. American Embassy in Manila [Embassy] and Overseas Buildings Operations [OBO] has a requirement to replace the General Services Office [GSO] roof. The portion of the roof project requires a qualified Roof Contractor to perform a replacement according to US standard roof industry practices.

1.2 The GSO roof is approximately 2320 square meter and consists of modified bitumen on a concrete deck. The roof was last replaced in 2003 with a two-ply modified bitumen membrane adhered direct to the existing concrete deck, but the deck was not sloped towards the drains resulting in water ponding on several areas and early deterioration of the roof membrane.

1.3 OBO Roof Management made a Site Visit in October 2012 to investigate the work, develop project logistics and specifications. All materials are available locally. The Contractor is tasked to replace the GSO roof and to provide a watertight roof system.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor shall provide personnel, material, equipment, and supervision to complete the technical requirements in this Statement of Work. The Contractor shall be responsible for hiring labor, equipment vendors and shall follow security and safety directives as explained by the Embassy. Total Period of Performance to Completion is 120 days.

2.2 The Contractor shall have limited access to or be admitted into GSO outside the areas designated for the project except with permission by the Embassy. The Contractor shall address the impact of the consequent disruption caused by the proposed work and provide for a continuing level of operation of the GSO functions.

3.0 SCOPE OF WORK

3.1 The Contractor shall be required to prepare reports, bill of materials, quality control schedules and construction costs. These documents shall provide the necessary interfaces, coordination, and communication among the Embassy, OBO, and Contractor for the delivery of a complete roof project.

3.2 Logistics:

1. All materials shall be delivered, hoisted on the exterior and stored on the roof.
2. Debris removal shall be via a construction chute.
3. Electrical source available.
4. Water source available.

5. Labor Background checks require a minimum of 21 days for clearance.
6. Provide temporary overhead protection at building entrances.

Note: Indicated brands in the following subsections do not signify preference but serve as standard of characteristics. Brand equivalent shall be considered. Final acceptance shall be contingent upon concurrence of the COR.

3.3 Roof Level Design Base System: Protected Membrane Roof [PMR]

1. Ballast: 300 x 300 x 50 mm concrete pavers, 239.40 kPs compressive, 70 kg/sm
2. Filter Fabric: 0.40 mm polyester water pervious fabric
3. Insulation: 100 mm polystyrene foam, 28.83 kg/cm density, 1.92 kPa compressive maximum U value = 0.053 Btu/sf-degF minimum R-value = 19
4. Drainage Board: 12 mm composite drainage polystyrene core and filter fabric
5. Membrane: 2 plies 4.5 mm smooth face modified bitumen, polyester or fiberglass reinforced
6. Base Flashing: 1 ply 4.5 mm smooth and top ply 5.0 mm granular or aluminum faced modified bitumen
7. Termination Bar: 3.0 x 25 mm aluminum bar stock with fasteners holes 150 mm on center
8. Metal Flashing: 24 gauge stainless steel
9. Drain Flashing: 20 kg/sm sheet lead
10. Deck Primer: Asphalt, type III, ASTM D41
11. Deck:
 - a. New Lightweight Concrete Sloping Slab: 21mm/meter slope to drain
 - b. Existing Concrete Structural Deck: Confirm 300 mm thickness & max loading

3.4 Accessories:

1. Membrane :
 - a. Membrane Base and Top Ply: Smooth-surfaced, fiberglass/polyester reinforced torch grade plastic film on bottom surface SBS modified bitumen sheet. Per ASTM D 5147
 - b. Exposed Base Flashing System for SBS Modified Bitumen Membrane Torch Applied Products. Mastic Sealant: Polyisobutylene (plain or bituminous-modified), non-hardening, non- migrating, non-skinning, and non-drying
3. Pourable Sealer: Pitch Pan Filler and Bonnet; Elastomeric Joint Sealant conforming to ASTM C 920, ASTM C 719, and ASTM C 1248. "Pourable Sealer S-10" by Firestone or approved equal.
4. Sealant: one part polyurethane caulking, Vulkem 45 or approved equal.
5. Elastomeric Coating: ASTM D-4586 Type I, Karnak 229AR or approved equal.
6. Cementitious Cant: Quick-set cementitious non-shrink, non-metallic grout installed in "dry pack" to form cants such as "SonogROUT 10K" by Sonneborn or approved equal.
7. Fasteners: Securing sheet metal items to concrete substrate shall be a pre-assembled drive anchor with a stainless steel drive screw, a lead/zinc alloy expansion anchor body (6mm [1/4-inch] diameter, 38mm [1-1/2-inch] length) and a stainless steel washer with integral rubber seal (28mm [1-1/8-inch] diameter): "Zamac Hammer-Screw" as manufactured by Powers Rawl or approved equal.
8. Termination Bar: 3mm thick, 25mm wide extruded aluminum bar with flat profile, factory punched oval holes 6mm by 9mm spaced 150mm on-center: "TB 125" by The TruFast Corp or approved equal.

3.5 Removals:

1. Temporarily remove existing satellite dish. Remove abandon equipment concrete pads and curbs.
2. Scrape existing deck to a smooth surface for applying new light weight concrete at 2% slope.

3. Prepare perimeter walls to receive new raised parapet.
4. Coordinate roof drain removals with the Embassy.
5. Contractor shall remove debris daily.

3.6 Lightweight Concrete Sloping Slab:

1. Contractor shall submit shop drawings prior to placement of lightweight insulating concrete. Drawings shall give thickness of lightweight insulating concrete throughout the roof area, as well as the slope to drain pattern.
2. Cement: Portland cement conforming to Type I as defined by ASTM C150.
3. Aggregate: Vermiculite concrete aggregate conforming to ASTM C332 such as NVS Concrete Aggregate manufactured by Siplast, Inc.
4. Foam: Pregenerated aqueous foam to be entrained into the cement mix.
5. Mix cement and pre-generated foam or aggregate in a 1:3:5 to 1:6 mix ratio design, or as recommended by manufacturer, with water to achieve a wet density ranging from 608 to 768 kg/m³ (38 to 48 pcf) resulting in a minimum dry density of 480 to 608 kg/m³ (30 to 38 pcf) and minimum compressive strength of 1.38Mpa (200psi).

3.7 Modified Bitumen Membrane Installation:

1. Apply asphalt primer to entire deck surface at 0.4 liters/square meter and allow to dry
2. Begin at low point around roof drains. Shingle membrane in proper direction to shed water.
3. Torch-apply by heating membrane in accordance with manufacturer's recommendation to achieve continuous edge flow and complete bond.
4. Overlap sides minimum 3 inches (75 mm) and end laps minimum 6 inches (150 mm).
5. Extend modified bituminous sheet to 2 inches (50 mm) at perimeter.
6. Extend perimeter multiple ply flashing a minimum of 6 inches (150 mm) onto modified bituminous sheet roofing.
7. Install second ply of modified bitumen in similar fashion. Stagger top ply of modified 18" from bottom ply laps.
8. Where roof accessories are set on modified bituminous sheet roofing, set metal flanges on a secondary sheet of membrane and seal with bead of roofing cement
9. Fire extinguishers shall be kept on site at all times during torch applied membrane installations.

3.8 Protected Membrane Roof Placement:

1. Layout and position drainage course and allow to lay flat. Cut and fit drainage course to perimeter and penetrations. Overlap adjacent panels at ends and sides so laps of both the core and fabric are in the direction of flow of water.
2. Install two 50 mm thick layers of new extruded polystyrene roof insulation board loose-laid over the drainage course. Stagger the end joints of adjacent rows and joints of the bottom layer from joints of the top layer.
3. Once the drainage course and insulation have been placed over the entire area, install a single ply of the specified filter fabric, lapping each sheet. Wrap fabric ends of insulation board at perimeter edge conditions, risewalls, and penetrations.
4. Install concrete pavers over filter fabric over the entire roof area. Cut pavers with masonry saw and place as necessary.

3.9 Installation Details:

1. Roof Drains
 - a. After field sheet of membrane base ply has been applied, install lead flashing sheet. Strip-in lead flashing with base flashing base ply sheet extending a minimum of 100mm (4-inches) beyond edge of lead flashing sheet.
 - b. Install membrane top ply centered over drain and extending under clamping ring.
 - c. Apply plastic cement and reinforcing fabric on membrane top ply to cover cuts made to conform membrane top ply to sump.
 - d. Install clamping ring and secure.

- e. Clean drains of debris, re-set strainers and water test. Water test shall be done prior to installation of drainage board, insulation, filter fabric, and pavers. Allow water to stand for 24 hours and check for leaks.
- 2. Pipe and Vent Stack
 - a. Prime top and bottom flanges of lead flashing sleeve. Set flange in uniform troweling of plastic roof cement. Prime top side of flange to receive strip-in membrane.
 - b. Install hood or umbrella counterflashing around pipe and equipment supports. Secure hood with stainless steel draw band and seal top with caulking.
- 3. Vent and Duct Curbs
 - a. Lap adjacent sections of receivers and counter flashings a minimum of 100mm. Apply a continuous bead of sealant in lap.
 - b. Secure new flashing to existing or new receiver utilizing self-tapping screws spaced 150mm on-center.
- 3.10 Rise Walls [Roof Area A & C]
 - 1. Saw cut a new horizontal reglet joint into the masonry parapet 450 mm above membrane on lightweight deck [300 mm above pavers]. This should take place prior to membrane installation to avoid dirt and debris damaging the membrane.
 - 2. Install 2-piece aluminum counterflashing after base ply and termination bar is completed. Secure counterflashing in masonry with lead wedges.
 - 3. Secure interlocking counterflashing with fasteners 300 mm on center and seal top with caulking.
 - 4. Remove loose paint and surfacing on parapet walls and exposed masonry, clean surfaces and apply reinforcing fabric and apply two coats of white elastomeric on masonry surfaces.
- 3.11 New Parapet Walls [Roof Area A, B,C & D]
 - 1. Build up existing parapet walls to accommodate lightweight concrete sloping slab. Parapet wall height shall be continuous through each roof level.
 - 2. Prepare walls to receive new coping.
- 3.12 Parapet Coping and Fascia Panel [Roof Area A, B,C & D]
 - 1. Minimum 24 gauge stainless steel formed in maximum 3m (10 foot) lengths. Fabricate interior and exterior corners from one continuous piece using .7m (2 foot) minimum legs. Lap, rivet, and seal prior to installation.
 - 2. Install new wood nailers provide substrate on top of wall to have a resulting positive slope (minimum 8% [1-inch per foot]) toward roof.
 - 3. Install and adhere flashing membrane over the wood substrate extending a minimum of 25mm (1-inch) below top of wall system. Lap ends minimum of 75mm (3-inches) and secure membrane in place on exterior vertical face.
 - 4. Install metal coping segments allowing 13mm (1/2-inch) spaces between segments. Lock coping onto cleat and install appropriate fasteners through the interior fascia spaced 600mm (24-inches) on-center in enlarged holes.
 - 5. Install appropriate fastener through neoprene washer and cover plate between coping segments.
 - 6. Fabricate transitions of changes in direction, wall size, or elevation from one-piece with sealed and riveted lap seams.
- 3.13 Expansion Joint [Roof Area C & D]
 - 1. Minimum 16 gauge stainless steel cap formed in maximum 3m (10 foot) lengths. Fabricate interior and exterior corners from one continuous piece using .7m (2 foot) minimum legs. Lap, rivet, and seal prior to installation.
 - 2. Install new wood nailers provide substrate on top of wall to have a resulting positive slope (minimum 8% [1-inch per foot]) toward roof.

3. Install and adhere flashing membrane over the wood substrate extending a minimum of 25mm (1-inch) below top of wall system. Lap ends minimum of 75mm (3-inches) and secure membrane in place on exterior vertical face.
4. Install metal coping segments allowing 13mm (1/2-inch) spaces between segments. Lock coping onto cleat and install appropriate fasteners through the interior fascia spaced 600mm (24-inches) on-center in enlarged holes.
5. Install appropriate fastener through neoprene washer and cover plate between coping segments.
6. Fabricate transitions of changes in direction, wall size, or elevation from one-piece with sealed and riveted lap seams.

3.14 Cleats/Clips:

1. Concealed Cleats/Clips: Continuous strips, same base material, and fascia profile, and next heavier gauge available as adjacent metal item.
2. Exposed Cleats/Clips: 24 gauge aluminum.
3. Attach continuous cleat at 150mm (6-inches) on-center with appropriate fasteners positioned on the vertical face. At a distance of 3m (10 feet) from each direction of corner, install fasteners 75mm (3-inches) on-center.

3.15 Metal Roofing [Roof Area E]

1. Removals:
 - a. Remove existing roof system to expose the wood rafters and purlins. Allow wood framing to dry-out for a minimum of 48 hours prior to commencing replacement of damaged wood. Inspect the rafters and purlins for significant damage, rot, warpage or separation from the rafters. Remove wood with damaged or significant sign of moisture. Re-secure loose wood found in fair to excellent condition with additional fasteners.
2. Replace all damaged wood:
 - a. Rafters: J6X14 steel channel at 16 inches on center
 - b. Wood Sheathing Replacement: 12mm plywood or compressed wood board
 - c. Wood Treatment: treated against water borne elements and insects, "Tempo Ultra"
 - d. Fasteners: Securing wood blocking to concrete substrate shall be sleeved stud expansion bolt, 13mm (1/2-inch) diameter (minimum), with 18mm (3/4-inch) diameter steel washer: "Kwik Bolt II" by Hilti.
3. Modified Bitumen Underlayment:
 - a. Smooth-surfaced or aluminum veral faced, fiberglass/polyester reinforced, self-adhered "peel and stick" SBS modified bitumen sheet. Per ASTM D 5147
Thickness: 3.0mm, Manufacturers: Siplast or Soprema Lay sheets perpendicular to the roof slope and lap edges 150mm, back nail at 300mm on center top edge underneath laps. Adhere to sheathing.
4. Corrugated Galvanized Steel Roof Panels:
 - a. Manufacturer's standard factory-formed standing-seam roof panel system designed for mechanical attachment of panels to roof purlin using a concealed clip. Form panels of 0.0239 inch (0.6 mm) zinc-coated or aluminum-zinc-coated steel sheets.
 - b. Clips: Provide 0.0598 inch (1.5 mm) panel clips designed to meet negative load requirements.
 - c. Cleats: Factory-calked, mechanically seamed cleats formed from 0.0239 inch (0.6 mm), Grade C, zinc-coated steel sheets.
 - d. Metal Fasteners: Stainless steel screws with neoprene gaskets set on ridge of corrugations, 600mm on center, align fasteners to penetrate rafters a minimum of 50mm.
 - e. Sealant: one part polyurethane caulking, Vulkem 45, between panel laps

3.16 Height of Extension or Build up Parapet

1. REF: Roof Plan GSO A2; Details 5/A3 & 6/A4

2. The Roof Plan notes the Contractor is to install a 2% [1/4 inch on one foot] lightweight concrete sloping slab on the existing deck to meet the International Building Code. Refer to the elevation heights [in brackets] on the roof plan. The lightweight concrete at the expansion joints is 14 inches high. This is the maximum height calculated during the design. Therefore, the parapet and the expansion joint must be higher than 14 inches.
3. Detail 5/A3 indicates the existing parapet height [+/- 8 inches] plus new masonry parapet [+/- 16 inches or 2 CMU blocks]. This is sufficient height to compensate for the lightweight height at the expansion joint. The expansion joint and parapet metal coping cap should be the same height.

4.0 CONTRACT ADMINISTRATION

- 4.1 OBO does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.
- 4.2 Neither the Embassy's nor OBO's review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.
- 4.3 OBO has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. OBO may perform quality assurance inspections [QAI] and to confirm the work is being performed according to the Statement of Work.

4.0-A GOVERNMENT-FURNISHED MATERIALS, PROPERTY AND SERVICES

- 4A.1 Membrane
 - a. Membrane Base and Top Ply: Smooth-surfaced, fiberglass/polyester reinforced torch grade plastic film on bottom surface SBS modified bitumen sheet. Per ASTM D 5147
 - b. Exposed Base Flashing System for SBS Modified Bitumen Membrane Torch Applied Products.
- 4A.2 Electric power and water required for this project shall be supplied. The Contractor is responsible for all connections and extensions to the work area.
- 4A.3 The COR shall designate the area where the contractor can build a temporary storage and lockers space which shall be kept clean, orderly and secure at all times. Contractor's personnel are not allowed to roam around the premises during work hours or stay after each day's work.

5.0 RESPONSIBILITY OF THE CONTRACTOR

- 5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.

- 5.2 The Contractor shall identify a Project Manager who shall be responsible for the overall management of this Contract. The Project Manager will be approved by the Embassy.
- 5.3 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- 5.4 Liquidated damages of Php14, 893.99 shall be assessed for each day the work remains incomplete beyond the work deadline.
- 5.5 Warranty
Contractor's Five (5) Year Workmanship Warranty: In addition, furnish a written labor causing leakage of water, deterioration of materials and other failures of the installed system, sealants, painting, coatings and related work on this project, to perform as required within the warranty period.

6.0 CONSTRUCTION REQUIREMENTS

- 6.1 The Contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and supervise the roof project. All workmanship shall be of good quality and performed in a skillful manner as determined of OBO.
- 6.2 The Contractor shall have limited access to or be admitted into any building on the compound outside the areas designated for the project except with permission by the Embassy.
- 6.3 The Contractor will be permitted to use the area within the compound for operation of his construction equipment and temporary facilities. The Contractor is responsible for obtaining any additional off compound storage areas required.
- 6.4 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power. All temporary connections to local water and power shall be coordinated with the Embassy.

7.0 CRITERIA

- 7.1 The Contractor shall construct the roof deck replacement project in accordance with U.S. codes and standards. OBO will review and comment on the Contractor's submissions using the following codes and standards:
1. Underwriters Laboratory Requirements for a Class B fire-rated roof assembly
 2. Factory Mutual wind uplift requirements
 3. National Roofing and Contractors Association, Roofing and Waterproofing Manual
 4. Sheet Metal and Air Conditioning Contractors National Association for roof system details
 5. American Society for Testing & Materials, roofing, waterproofing & bituminous materials
 6. International Building Code, to include structural load and roof drainage requirements.

8.0 DELIVERABLE SCHEDULE

8.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance of the roof project including final cleanup of the premises within the contract period specified.

8.2 **Total Period of Performance to Completion: 120 calendar days after Notice to Proceed**

8.3 Project Completion: Furnish surplus roof materials, one copy of maintenance and operating information, and catalog cuts of all items installed.

9.0 SECURITY

9.1 This is a non-classified project. The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.

END OF STATEMENT OF WORK

ATTACHMENT #7

BIOGRAPHICAL DATA FORM

Biographical Data Form for Contractual Hires
Diplomatic Security Investigative Unit (DSIU) 301-2661/301-2078

Full Name: _____
(Last) (First) (Middle)
Present Address: _____ Starting: _____
Provincial Address: _____ From: _____ To: _____
Tel. No.: _____ Date of Birth: _____ Place of Birth: _____
Other Names Used: _____
(Maiden, Nickname, etc.)
Marital Status: _____ Name of Spouse: _____
Height: _____ Weight: _____ Hair Color: _____ Eye Color: _____

RELATIVES: (Parents, Brothers, Sisters, and In-Laws)

Name	Relationship	Nationality	Occupation	Present address in full

EMPLOYMENT HISTORY: (Current and Last Three Previous Employers)

<u>Position</u>	<u>Name & Address of Employer</u>	<u>Date</u>	<u>Reason for Leaving</u>

Have you ever been fired or forced to resign for any reason? (If yes, give details):

Have you ever been arrested or charged with any offense by the police or the military? (If yes, provide full details):

Are you now, or have you ever been, a member of any organization or association that advocates the overthrow of the United States Government by force or violence? (If yes, provide full details):

CERTIFICATION

I certify that the information above is true, complete, and correct, to the best of my knowledge.

Signature

Date

Please Submit the Following to DSIU – Room 138-B, NOX 1 Building

FIRST TIME BADGE AND RECORD CHECK

- Original copy of NBI clearance
- Original copy of Barangay clearance
- Original copy of Police clearance
- Biographic data form
- Cover memo from Employer/Section Head
- 2X2 ID picture

FOR BADGE RENEWALS ONLY

- Cover memo from Employer/Section Head
- Biographic data form
- 2x2 ID picture

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer;, or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above ***[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]***; and

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions:

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

TIN:	
<input type="checkbox"/>	TIN has been applied for
<input type="checkbox"/>	TIN is not required because:
<input type="checkbox"/>	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
<input type="checkbox"/>	Offeror is an agency or instrumentality of a foreign government
<input type="checkbox"/>	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporate Entity (not tax exempt)
<input type="checkbox"/>	Corporate Entity (tax exempt)
<input type="checkbox"/>	Government entity (Federal, State or local)
<input type="checkbox"/>	Foreign Government
<input type="checkbox"/>	International organization per 26 CFR 1.6049-4
<input type="checkbox"/>	Other:

(f) Common Parent

<input type="checkbox"/>	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
<input type="checkbox"/>	Name and TIN of common parent
Name	
TIN	

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is

- **236118-Construction of Buildings/Residential Remodeling**
- **236220-Construction of Buildings/Commercial and Institutional Building (i.e. warehouse construction)**
- **237110-Heavy and Civil Engineering Construction/Water and Sewer Line and Related Structures Construction**
- **237310-Heavy and Civil Engineering Construction/Highway, Street and Bridge Construction**
- **237990-Heavy and Civil Engineering Construction/Construction Management/outdoor recreation facility (except for dredging and surface clean-up activities*)**

[dredging to be considered small for purposes of Government procurement, a firm must perform at least 40% of the volume dredged with its own equipment or equipment owned by another small dredging concern.]

(2) The small business size standard is **\$36.5 million dollars.**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan— Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause

#	Title	Date	Change
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_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.5 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (MAY 2011)

(a) *Definition.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

(c) *Representation.* By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are *o* are not *o* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have *o* have not *o*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are *o* are not *o* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have *o*, have not *o*, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

K.8. 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

K.9 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone No.: _____

K.10 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

“Foreign person” means any person other than a United States person as defined below.

“United States person” means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (2) Discriminating in the award of subcontracts on the basis of religion.

K.11 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES
(JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local worker’s compensation laws		Local Nationals: Third Country Nationals:
(4) Local nationals or third country nationals where performance takes place in a country where there are local worker’s compensation laws		Local Nationals: Third Country Nationals:

(b) The Contracting Officer has determined that for performance in the country of the Philippines

- ☒ Workers’ compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers’ compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However,

the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS OR QUOTERS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of the Department of State Acquisition website at <http://www.statebuy.state.gov/> or an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provision(s) is/are incorporated by reference (48 CFR CH. 1):

<u>PROVISIONS</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)
52.236-28	PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm fixed price** contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting & Procurement Office, GSO Building, U.S. Embassy Manila, Seafront Compound, Roxas Boulevard, Pasay City.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.3 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior related/comparable construction experience with suitable references for company and Project manager;
- (4) List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in the Philippines, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- (5) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (6) Have all updated/valid licenses and permits required by local law (see DOSAR 652.242-73 in Section I).
- (7) The offeror's strategic plan for GSO Building Roof Replacement services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) if insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.
- (8) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (9) Have no adverse criminal record; and
- (10) Have no political or business affiliation which could be considered contrary to the interests of the United States.

L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a

clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than ten working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

L.5 SUBMISSION OF OFFERS

L.5.1 SUMMARY OF INSTRUCTIONS

Each offer shall consist of the following physically separate volumes:

Volume	Title	No. of Copies*
I	Executed Standard Form 1442, <i>Solicitation, Offer and Award (Construction, Alteration, or Repair)</i> , and completed Section K	2
II	Price Proposal and Completed Section B. The price proposal shall include a completed Section J, Attachment 4, "Breakdown of Proposal Price by Divisions of Specifications".	2
III	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	5

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or if hand-delivered, the address set forth below (if this is left blank, the address is the same as that in Block 7 of SF-1442):

The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

**Number of copies includes the original as one of the copies.*

L.5.2 DETAILED INSTRUCTIONS

L.5.2.1 **Volume I:** Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF-1442 and all of Section K.

L.5.2.2 **Volume II:** Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. Complete all applicable portions of this form in each relevant category (such as., labor, materials, etc.).

L.5.2.3 **Volume III:** Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required contract completion schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

PROPOSED WORK INFORMATION - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name, address and experience/qualifications of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.
- (4) Financial Statement as required under Section L.9; and
- (5) All updated/valid licenses and permits required by local law, to include but not be limited to DTI/SEC Registration and Business/Mayor's Permit.

EXPERIENCE AND PAST PERFORMANCE - List all contracts and subcontracts your company has held over the past three years for the same or similar work.

Provide the following information for each contract and subcontract:

- (1) Customer's name and address; name, email address and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award, place(s) of performance, and completion dates;
- (4) Contract peso value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;
- (10) Percent turnover of contract key technical personnel per year; and

- (11) Any terminations (partial or complete) and the reason (convenience or default)
- (12) Identify any accidents or safety concerns that occurred and resolution.

L.6 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for **August 12, 2015 at 10:00 a.m.**

(c) Participants will meet at the U.S. Embassy Manila, Seafront Compound, Roxas Boulevard, Pasay City.

L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)
(DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation.

If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested, and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes.

Interested parties are invited to contact the contracting activity ombudsman, , Ms. Joni Scandola, at (632) 301-2000. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman.

Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510.

(End of provision)

L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: between PHP4,358,000.00 and PHP10,895,000.00.

L.9 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past 3 years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 GENERAL. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

M.1.2 BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation procedures are set forth below:

(a) INITIAL EVALUATION. The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may reject proposals which are missing a significant amount of the required information.

(b) TECHNICAL EVALUATION. After the Initial Evaluation, the Government will review those proposals remaining for consideration to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section L and conform to the requirements of the solicitation.

- The Proposed Work Information described in L.5.2.3(b).
- The qualifications and experience of the offeror's proposed project superintendent and subcontractors.
- Experience and Past Performance (L.5.2.3.(b)). The Government may contact references to verify the quality of the past performance.
- The performance schedule (bar chart) (Section L.5.2.3.).
- Responses to all other technical requirements contained in the solicitation.

(c) The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.5.

M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror.

M.2 AWARD WITHOUT DISCUSSIONS

Under FAR provision 52.215-1 (included in Section L of this RFP), award of this contract may be made based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

M.3 RESERVED

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.